



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

COLLECTIVE BARGAINING IN THE GLASS BOTTLE INDUSTRY¹

The agreement between the Glass Bottle Blowers' Association and the National Glass Vial and Bottle Manufacturers' Association furnishes an impressive and an instructive exhibit of the feasibility of carrying on for a long term of years a peaceful and mutually agreeable system of collective bargaining. While friction between the parties to the agreement has at times been great and while the agreement has often been almost at the breaking point, yet so enlightened has been the policy of the representatives of both the union and the manufacturers' association in granting concessions and in yielding upon disputed points, that the agreement has operated, in one form or another, for almost a quarter of a century. Nor have external conditions been particularly favorable to the continued life of the agreement. The technical revolution of the industry, beginning in the middle nineties with the installation of the so-called "semi-automatic" machine and intensified after 1900 by the invention and the later extensive use of the Owens automatic machine for the manufacture of glass bottles, has presented to the conferences of the manufactures and their employees problems that every year become more perplexing and more difficult of solution. The promulgation of working rules to govern those members of the union who were employed on the semi-automatic machines, the regulation of the wage scale so as to retain a fair wage for the glass blower and at the same time to permit the employer of hand blowers to compete against the machine, and finally a new adjustment of wage scales designed to meet the competition of the automatic, are a few of the problems which have received at the hands of the annual conference, if not a perfect solution, at least a workable settlement.

History and general description of the agreement.

The glass bottle blowers were organized originally not in one national organization but in the separate and independent Eastern and Western Leagues of Green Glass Bottle Blowers. In 1886

¹The material presented in this paper was collected by the writer while an agent of the United States Commission on Industrial Relations.

the Western League became affiliated with the Knights of Labor as District Assembly 143 of that organization and in the same year the Eastern League was affiliated as District Assembly 149. As early as 1886, also, there is record of annual conferences between the Eastern and Western Leagues of blowers and of loosely organized associations of Eastern and Western bottle manufacturers. The fact, however, that the organizations in these two sections of the country often worked at cross purposes and that concessions from the one would at times be used to force similar concessions from the other, coupled with the fact that the frequent passage of journeymen blowers from district to district made the disciplining of their membership difficult, soon led to a movement to amalgamate the Western and Eastern Leagues of Glass Bottle Blowers into one national organization.

In 1890, accordingly, the Eastern and Western Leagues united in one body under the title of the National Trade Assembly 143, Knights of Labor of America. And in July, 1891, the assembly withdrew from the Knights of Labor to become the Green Glass Bottle Blowers' Association of the United States and Canada. With the formation, then, of the national organization of glass bottle blowers in 1890, the sectional conferences of preceding years were succeeded by national conferences between representatives of the union and of the manufacturers.

During the first few years following the amalgamation, evidence of the conflicting interests of the Western and Eastern manufacturers could still be found. Thus, at the conference of 1890, although an agreement could have been effected with the Western manufacturers, the chairman of the conference stated that he could not promise that the Eastern manufacturers would be bound by the findings of the conference. Later, the Eastern manufacturers actually withdrew from the conference. Indeed, it was at that time the opinion of the officers of the union that the "Eastern and Western manufacturers were evidently trying to effect a settlement independently of each other to create discontent" in the ranks of the union.² But since the union would treat only with a joint committee representing the manufacturers from both sections of the country, the manufacturers were unsuccessful in their efforts to revert to the earlier sectional conferences. With the gradual development of the machinery of

² *Proceedings of the United Green Glass Workers' Association of the United States and Canada*, 1892, p. 13.

the conferences and with the growth in mutual confidence of the parties to the conferences, the conflicting interests of the different sections became less pressing and the manufacturers' association developed into a more compact and more homogeneous organization.

Prior to 1899 it had been customary to hold annually one wage conference either in the month of July or August, usually several weeks after the union and the manufacturers' association had held their annual conventions. But this system was soon found to be open to serious objections. A single annual conference at which were submitted by the conferees demands and counterdemands whose purport was known only to their sponsors precluded, in the judgment of both the manufacturers and their employees, that familiarity with the propositions which is essential to their intelligent consideration. The plan was therefore adopted of holding a preliminary conference in May at which would be submitted the demands of both parties.³ Those questions upon which there was little disagreement would be settled at this preliminary conference. The more debatable propositions would next revert to the annual conventions of both associations for further discussion and would then in July or August be submitted to the final conference for final disposition.

The value of such a preliminary conference was at once observed. President Hayes of the Glass Bottle Blowers' Association writes in 1900:

The amount of work done at the May conference this year in the way of listing bottles and discussing important questions proves that this preliminary meeting of the wage committees has become a vital necessity, unless, indeed, we are desirous of a protracted wage conference later on, or possibly two or three separate ones, which may be prolonged to such an extent as to delay or hamper the beginning of work in the fall. At the May meeting we hear the manufacturers' side of the story, and are, therefore, enabled to lay it before the convention for discussion and counsel. This is right and proper, as it is a matter of duty for us to view all questions from both sides, and it would be neither just nor safe for us to legislate with only a one-sided knowledge of matters upon which the trade depends so much for successful operation.⁴

With the establishment and successful operation of the preliminary conference, elaborate rules, regulating the conduct of

³ *Agreement—Blast*, 1899-1900, sec. 40.

⁴ *Proceedings, Glass Bottle Blowers*, 1900, p. 47.

the preliminary and final conferences, were formulated. Of the rules regulating both conferences, the most important were (1) the rule providing that no question which had not been brought before the preliminary conference would be considered at the final conference and (2) the provision for the submission of questions by the parties to the conference.⁵

The agreements made before 1902 laid down the working rules and price lists for each year but made no provision for the adjustment of questions arising between the annual conferences. There was, to be sure, the rule stating that "all ware not specified in the list shall be rated at the same price and subject to the same rules, in regard to weight, as those specified in the list which they resemble in size, shape, weight, and finish." This clause did not, however, specify who was to settle disputes arising from disagreements in assigning new bottles to various brackets, nor upon whom was to devolve the duty of interpreting the many rules included in the annual agreements. This link in the agreement was supplied at the conference in 1902. At the suggestion of the manufacturers,⁶ the President of the Blowers' Association was chosen as the officer to whom "all information wanted in regard to the intent or meaning of rules and regulations shall be referred." It was further provided that his decision was binding until reported to and revised by the joint conference.⁷

As in the case of all matters included in the annual agreements between the bottle blowers' union and the bottle manufacturers, the rules providing a mechanism for the adjustment of disputes arising between the final conference of one year and the preliminary conference of the succeeding year have since 1902 undergone some modification and considerable amplification and exist at present in the following form:

⁵The manner in which questions are submitted to the conference is described in the following clause of the agreement: "Manufacturers and branches shall notify each other of all bottles or changes intended to be submitted to the May conference, and the reason for so submitting them, which notice shall be in writing. The branches shall send such written notices to the President of the Glass Bottle Blowers' Association and the manufacturers shall send their written notices to the President of the National Vial and Bottle Manufacturers' Association." (*Wage Scale and Working Rules—Glass Bottle Blowers' Association. Blast*, 1914-1915, secs. 42-44.)

⁶*Proceedings, Glass Bottle Blowers*, 1902, p. 47.

⁷*Agreement—Blast*, 1902-1903, rule 53.

All information wanted in regard to the intention or meaning of the rules, regulations and prices shall be referred to the President of the Blowers' Organization, whose decision in all such cases shall be binding unless said decision is reversed by the Joint Wage Preliminary Conference in the case of a protest.

Manufacturers who desire to protest against a decision of the President shall serve notice in writing on the Branch in their locality of their intentions to protest, and shall also notify the President of both the Manufacturers' and Blowers' organizations of the protest; this notice shall contain all information necessary for a proper review of the case protested. Said notice shall be served not later than thirty days prior to the first day of the Preliminary Conference.

Protests on decisions made between April 1st and July 31st shall be reviewed at the Final Conference with notice as above stated, to be served no later than August 1st.

No case in protest shall be reviewed by either conference unless the foregoing has been fully complied with.⁸

Originally, when a clear line of demarcation existed between the flint glass bottle workers and the green glass bottle makers, the union of green glass bottle makers, the parent organization of the present Glass Bottle Blowers' Association, held wage conferences with the association of green glass bottle manufacturers. Later, however, with the introduction of the tank and the extension of its jurisdiction over all bottle makers whether blowing bottles from tanks or covered pots, the union held separate conferences with the green glass and with covered-pot manufacturers. At the conference of the representatives of the union with the representatives of the Flint Bottle Manufacturers' Association for the purpose of fixing prices and rules to govern the manufacture of covered-pot ware for the season of 1902-1903, the chairman of the conference, a manufacturer, stated "that in his opinion all matters pertaining to the making of bottles should be settled by one committee, but that while the blowers were practically all in one association, the manufacturers were unfortunately divided into two, hence" the necessity for two conferences. In the following year, therefore, the scope of the manufacturers' organization was widened, to include all persons engaged in the manufacture of glass bottles; and a subcommittee was thereafter annually appointed to consider questions that might arise between the covered-pot manufacturers and their employees. Now that the manufacturers of covered-pot ware have

⁸ *Wage Scale and Working Rules—Glass Bottle Blowers' Association, Blast 1914-1915, sec. 45.*

been admitted into the employers' association, the Glass Bottle Blowers' Association holds annually a preliminary and a final conference with the representatives of one manufacturers' association, the National Glass Vial and Bottle Manufacturers' Association. At these conferences there are drawn four distinct sets of price scales and working rules. (a) One governs the manufacturers and employees engaged in the hand manufacture of glass from the tank; (b) another governs the manufacture of covered-pot ware; (c) a third relates to rates and rules for the semi-automatic machine in the manufacture of wide-mouth ware; and the last (d) constitutes the wage scale and working rules governing the "United and the O'Neill and the one and two man narrow-mouth machines."

The essential features, then, of the agreement between the Glass Bottle Blowers' Association and the National Bottle Manufacturers' Association are:

a. The provision for annual preliminary and final conferences for the discussion and settlement of working rules and wage rates.

b. The machinery for the settlement of disputes arising between the conferences and for the review of these settlements.

c. The promulgation of price lists and working rules for the four divisions of the industry: the tank, covered-pot, semi-automatic wide-mouth, and semi-automatic narrow-mouth ware.

The employers' association.

The National Glass Vial and Bottle Manufacturers' Association existed before 1890 as the Western and Eastern Associations of Green Glass Bottle Manufacturers. These associations were loosely organized bodies that existed principally for the purpose of holding wage conferences with the Eastern and Western Leagues of Green Glass Bottle Blowers. With the amalgamation of those organizations in 1890 the manufacturers effected a somewhat similar combination which apparently confined itself to the selection of representatives to the annual national wage conferences with the United Green Glass Bottle Blowers' Association. Later, upon the absorption by the Glass Bottle Blowers' Union of all branches of the trade, the employers' association similarly extended its jurisdiction. In the constitution revised and amended in 1902, it is stated that the association admits into membership "any person who manufactures glass vials and bottles in tanks

or open pots and employs workmen under the jurisdiction of the Glass Bottle Blowers' Association."⁹ An amendment to the constitution is now pending which would admit into membership "any person who manufactures glass bottles and jars, either from tanks or from open or covered pots."¹⁰

The officers of the organization consist of president, vice-president, secretary, and treasurer elected annually by ballot and of an executive committee appointed annually by the president. This committee, together with the officers of the organization, constitute the representatives of the association at the annual conferences. Meetings of the association are held annually between the preliminary and final joint wage conferences and are occupied almost exclusively with the discussion of issues raised in the preliminary conference.

The association practically restricts its activities to those of collective bargaining. The object of the association has been to increase the mutual acquaintance of all persons engaged in the manufacture of vials and bottles; to exchange views on the various subjects that are of general interest; to look after any tariff legislation affecting the welfare of the business; to attend as far as possible to any changes or discriminations in the classifications made by railroads on the line of goods manufactured and handled by the association; to meet with the Blowers' Executive Board as often as may be necessary each year to fix a uniform scale of wages for blowing the various kinds of vials and bottles manufactured for the trade; to establish rules and regulations for the government of all factories throughout the United States and Canada; . . .¹¹

Although provision is made for tariff and railroad committees,¹² the organization has shown little activity in this direction.

The relations of the association and the Glass Bottle Blowers' Union have on several occasions been almost at the breaking point and several of the conferences have adjourned without reaching an agreement. The organization, however, has never become a hostile association and no record is extant of its having sanctioned, as an association, even isolated acts of hostility toward the blowers' organization. In a few cases, to be sure, it has been unable to prevent members from violating the agreement;

⁹ Art. II.

¹⁰ *Special Meeting, National Bottle Manufacturers' Association*, May 26, 1914.

¹¹ *Constitution*, 1902, art. I.

¹² *Ibid.*, art. III.

persistent violation would, however, result in the expulsion of the member from the association.

The association has never adopted any system of fines for the disciplining of its members either for the violation of edicts of the association or of the terms of the joint agreements. Nor did it have until recently any settled policy toward the union manufacturers not members of the association. For some time, such manufacturers were permitted to attend the conferences, to submit propositions, and to request reviews of the decisions of the president of the blowers' association. At the final conference in 1913, however, it was announced that the following resolutions had been adopted by the National Vial and Bottle Manufacturers' Association:

Whereas, There are a number of Bottle and Jar manufacturers throughout the United States and Canada, employing members of the Glass Bottle Blowers' Association who have heretofore received practically all the benefits derived from the action of the Joint Wage Conferences, without becoming members of the National Vial and Bottle Manufacturers' Association, or without contributing towards paying the necessary expenses connected therewith. Some have declared they would get along better without the association or without a Joint Wage Conference. Others declare there is nothing to be gained by membership in the organization so long as they are able to obtain the benefits therefrom without sharing in the expenses, and by not being members they argue that they are not bound by the action of the Joint Wage Conference, yet they gladly accept and make use of all decisions of said conference that pleases them, therefore be it

Resolved: That the members of our Executive Committee, when in conference with the workmen's committee, be and are hereby instructed to decline hereafter to consider any disputes, grievances, etc., or the listing of bottles, their prices or classifications or any other matters arising in a factory the management of which is in no way affiliated with the National Vial and Bottle Manufacturers' Association that may come before the Joint Conference either directly or indirectly, thus leaving all such matters to be decided by the President of the Glass Bottle Blowers' Association, whose decisions shall be final in so far as they pertain to the particular factory, but any decision he shall make in such cases shall not be construed as establishing a precedent, nor shall it be applied to, or be binding upon other factories, but it is understood that any decision thus rendered, shall upon application by any member of this association, be subject to review by the Joint Wage Conference.¹³

¹³ *Minutes, Final Conference, Manufacturers' Report, 1913, p. 4.*

These resolutions for a time nonplussed the representatives of the union. "While this was a rather extraordinary proceeding," writes the secretary of the blowers' association concerning these resolutions, "still we could not but agree with them in their contentions. Our association will, therefore, exercise its best judgment in dealing with those who do not belong to the above-mentioned association, dealing as we have always done, fairly and impartially with all."¹⁴ The net effect of this action of the employers' association is to leave the independent union manufacturers in almost the same condition as before. They are granted by the union the same working conditions and the same prices as operate in the establishments of those manufacturers belonging to the organization. There is this difference, however, the independent manufacturers have no organization to which they can appeal for a review of the decisions of the president of the blowers' union.

The skilled branch of the glass bottle industry is about 90 per cent organized. During the nineties and the early part of the last decade strong non-union centers were to be found in New Jersey, western Pennsylvania, and Indiana. Vigorous organizing campaigns by the union resulted in the organization of many of the non-union plants; until today a high degree of organization has been reached. To a considerable extent, however, non-unionism still flourishes in the gas belt of Indiana and in Western Pennsylvania. Of the union manufacturers, the majority are members of the employers' association; and the resolution adopted in 1913 resulted in the entrance of about thirty-five independent manufacturers. Those who still remain without the association feel that the benefits to be gained are not worth the expense of membership, inasmuch as they receive the same terms from the union as do those manufacturers belonging to the association. It has also been said that a number of these independent manufacturers join the association when they have grievances to be considered and withdraw when their grievances are passed upon and adjusted.

The making of the agreement.

Unlike those national agreements which provide only the machinery for the settlement of disputes and which leave to the local unions the formulation of working rules and, in some cases,

¹⁴ *Minutes, Final Conference, Blowers' Report*, p. 19.

wage rates, this agreement fixes in detail practically all of the conditions of employment of the glass bottle makers. The local unions can legislate only upon such matters as are concerned with the internal government of the union. When, however, some unforeseen question arises during the year, an attempt is first made to settle the matter in conference between the factory committee¹⁵ and the employer, and if they are unable to arrive at an agreement, the question is referred to the president of the union.

All questions relating to prices and rules, which are not settled to the satisfaction of both parties during the year, and those matters, already in the agreement, which one or the other parties wishes to have amended, are considered at the May preliminary conference. The questions not settled at this conference and those arising between the preliminary and final conferences receive consideration at the latter conference. The matters upon which adjudication is desired are usually submitted to the conferences in the form of resolutions from local unions or of requests from individual manufacturers; but all of such resolutions and requests must conform to the *modus operandi* described earlier in this paper.

The members of the executive board of the Glass Bottle Blowers' Association act as the representatives of the union at the conference. These members are elected annually at the convention of their organization and hold office, therefore, only for one year. Although the acts of the representatives of the union thus frequently become the subject of review by their constituents, the union conferees have throughout the conference debates shown unusual independence of judgment. That, however, their conduct has reflected the mature opinions of the majority of the union is attested by the fact that many of the members of the executive board have been reelected over a number of years. Indeed, the president of the association, an *ex officio* member of the board, has now held that position for almost twenty years.

The representatives of the union have full power to settle questions without referring the matter back to their organization. Nor do they go to the conferences instructed to take one stand

¹⁵ The factory committee is a committee of workmen in a shop chosen by the employees in that shop to represent them in conferences with the employer.

or another. Attempts have, to be sure, been made from time to time to instruct the representatives to follow out a certain line of action or to strip them of the authority to settle the more important questions arising at the conference. These attempts have, however, always been met by the concerted opposition of the officers and of the majority of the membership. Thus, early in the history of the agreements resolutions were introduced at a convention removing the power from the conferees to settle anything relating to price lists, apprentice laws, or market money. These resolutions were received with the following comment from the president of the union:

To adopt the amendment would simply deprive your officers of all executive power and make them mere figure-heads to represent the organization. Take away the power to concede or alter anything in the price list, apprentice law or market money and you leave nothing of any importance on which to treat with the manufacturers' wage committee. No committee of manufacturers would meet your committee unless it had full power to act and bind the association and if this convention takes this power from them, it would be more sensible to put your demands on paper and send them by post saying that such is the will of the conventions than to send your representatives there merely to state it. This convention does not represent all the glass trade, only the working portion of it. Your employers represent the other portion. They also have an association and appoint a committee to present their demands in conference. If they adopt the same principle as is embodied in this resolution or amendment giving their committee no power to act on the main questions, do you for a moment think a settlement would ever be effected? No man with any self respect could accept office under such restrictions.¹⁶

Again in 1906 the attempt was made to instruct the representatives of the union on a definite proposition. Here, too, the attempt was unsuccessful. In this case, the resolution providing that the "30th annual convention instruct our President and Executive Board to entertain no proposition for reduction in wages the coming season" was replaced by the resolution "that it is the sense of the convention that we do not deem it advisable to accept a reduction for the coming season."¹⁷

The members of the executive board of the manufacturers' association are similarly the representatives of that organization at the annual wage conferences. Instead, however, of being

¹⁶ *Proceedings, United Green Glass Workers*, 1894, p. 24.

¹⁷ *Proceedings Glass Bottle Blowers*, 1906, p. 228.

elected annually by the convention they are appointed annually by the president of the organization. Like the union conferees, they are sent to the conferences uninstructed. But here, as in the case of the union, dissatisfaction with the work of their representatives has at times been expressed by manufacturers. These objections have arisen generally from two sources. In the first place, the manufacturers of hand-made ware have long protested that their representation upon the wage committee has been inadequate and that all legislation is framed to benefit the machine manufacturers at their expense. Accordingly, in 1912 a number of the hand manufacturers withdrew from the annual conferences on the ground that those conferences were "dominated by the machine manufacturers and we do not care to have the machine manufacturers adjust the wages for the hand blown."¹⁸ The other protest arises from those manufacturers who feel that their executive committee has not presented the case of the manufacturers as vigorously as it might, nor has it been insistent enough in pressing their demands. From these feelings grew out the request that the president appoint, in addition to the usual committee, two alternates to be selected "from the twenty or more members who have protested present conditions" with the power to attend the wage conference.¹⁹

At the preliminary conference of 1914 a number of manufacturers and members of the National Bottle Manufacturers' Association "asked permission to confer with the members of the committee representing the manufacturers and desired to be heard concerning matters in which they were interested." Their request was granted. When the meeting was called to order, it was announced

that the meeting would be of an informal nature and each person present was permitted to talk upon any matters that were coming before the Joint Wage Committee. . . . Nearly all of the visiting members had more or less to say, and many things were explained in regard to the methods and manner of conducting the conferences. . . . The visiting members stated, later, that they had learned many things concerning the Joint Conference which they did not know, and before retiring expressed themselves as being much better satisfied than when they came.²⁰

¹⁸ *Proceedings, Glass Bottle Blowers*, 1912, p. 171.

¹⁹ *Proceedings, Annual Meeting of the National Bottle Manufacturers' Association*, August, 1914.

²⁰ *Proceedings, Preliminary Wage Conference, Manufacturers' Report*, 1914, p. 3.

While these movements of protest have no doubt exerted some influence on the conduct of the conferees, neither in the case of the union nor in that of the manufacturers' association, have they effected any change in policy concerning the relation of the representatives to their respective organizations. All representatives attend the annual conferences as exponents of the sentiments of their constituents; rarely, however, do they attend bound by specific instructions.

No formal system of voting is provided for in the agreement, but it is the prevailing practice in the conferences for the manufacturers' representatives and for those of the union to vote as units. A mere majority of the members present, therefore, is not sufficient to carry a measure. The measure must be agreeable to a majority of the representatives of each party before it can become a part of the agreement.

On several occasions the conferences have resulted in deadlocks. Under such conditions it has been the custom for the conference to adjourn and for the majority of the establishments to resume operation under rules and prices of the preceding year in the hope that the following year would find the union or the manufacturers less obdurate. The climax of a series of demands by the manufacturers for substantial reductions in piece rates came in 1906 when the representatives of the employers persisted in demanding reductions which the union refused to grant. During the debate on the proposition, Mr. Ralston, president of the manufacturers' association, suggested that "the matter be submitted for arbitration to a judge of the courts."²¹ The suggestion was not acted upon. Indeed, the consensus of opinion in the trade seems to be opposed to the submission of major issues to arbitration. Both employers and employees prefer to thresh out the matters in conference and, when it is found to be impossible to reach an agreement, to work in a state of armed truce for one or more years under the rules of previous years.

When it was stated above that in the event of a deadlock the manufacturers would open their plants under the rules and prices in operation during the preceding year, it should have been noted that these resumptions of work frequently took place some time after the annual conference had adjourned. During this period between the adjournment of the conference and the acceptance

²¹ *Proceedings, Glass Bottle Blowers*, 1906, p. 59.

by the manufacturers of the union's ultimatum, the agreement may be said to have been suspended. For example, at the conferences in 1905, the manufacturers demanded a general reduction in piece rates of $33\frac{1}{3}$ per cent. This reduction the union would not concede. The manufacturers, therefore, moved to adjourn without setting a date for a further conference. On September 1, 1905, the president of the Glass Bottle Blowers' Association issued a circular letter containing the following statement:

Up to the present we have heard nothing from the manufacturers association. Those among their members who insisted on a reduction and favored adjourning the conference until the same was secured will doubtless remain idle as long as they possibly can. While others in that association, coupled with the independent manufacturers, will begin starting their factories early this month.²²

From this statement it is seen that for several months, at least, after the adjournment of the final conference, the industry was virtually in a state of lockout, or, more accurately, the agreement was temporarily suspended. The same situation arose in 1909. Again the manufacturers' demand for a substantial reduction had been refused by the union. Accordingly the conference of July 26, 1909, disbanded; and the manufacturers did not open their plants. Early in September, however, the American Bottle Company agreed to accept the concessions of the union. Moved by this break in its ranks, the manufacturers' association sought another conference at which an agreement was finally reached.²³

In both instances, and in fact in all other similar cases during the life of the agreement, the strength of the union, in that it is virtually impossible to run non-union shops in the glass bottle industry, forced the employers to resume operation under conditions not entirely satisfactory to them.

²² They could open their factories and employ members of the union under the previous season's list and rules; for on August 8, 1905, President Hayes had issued the following circular letter to the trade: "Manufacturers who desire can engage our members to work by agreeing to pay last season's wages, and if any of them are doubtful about our ability to hold out and want assurance that they will be given the benefit of any settlement that may hereafter be made different from that which we demanded (last year's list and rules), branches are authorized to say to such employers that they will be given the advantage of any settlement that may be made later on and from the date upon which they started to work."

²³ *Proceedings, Glass Bottle Blowers*, 1910, p. 11.

Technically, of course, this delay in opening a plant might be described as a lockout. It has, however, not been so regarded by the parties to the agreement. Even though conferences were adjourned without reaching any agreement and the manufacturers were forced, probably because of the superior strength of the blowers' organization, to employ the men at terms unsatisfactory to themselves, yet in the following year they showed confidence in the efficacy of a system of collective bargaining by again entering the conferences with their employees.

The settlement of disputes arising under the agreement.

In an agreement which specifies, in such detail as does the present one, practically all of the conditions of employment, the matters which arise during the year are as a rule purely interpretations of the agreement. For example, a new bottle is introduced in one of the factories and a dispute ensues as to the price to be paid for blowing the bottle; since the agreement states that the bottle shall "be rated at the same price and subject to the same rules in regard to weight, as those specified in the bracket which they resemble in size, shape, weight and finish,"²⁴ but little room is left for any great differences of opinion. The same might be said of any question that might conceivably arise under the agreement. So inclusive are the annual agreements and so definite are their terms, that probably the majority of disputes arising in various localities are settled by merely turning to a particular rule in the agreement and applying it to the case in point. On the other hand, disputes have been observed under the agreement where there was no question of the interpretation of rules, but where one or the other of the parties deliberately violated or disregarded the agreement.

The first step in the adjustment of disputes under the agreement consists in referring the matter to a conference of the employer and a factory committee. Most disputes are settled in that conference. When, however, the conferees are unable to agree, the question is referred for settlement either to the president of the union or to one of the executive board of that organization whom the president designates as his representative. The president's decisions are final unless reversed at the following

* *Wage Scale and Working Rules, Blast 1914-1915, sec. 34.*

joint conference. Although the president of the union has been acting as arbitrator since 1902, his decisions have been but rarely reversed. The great majority of his adjudications are concerned with the determination of prices on new ware, samples of which are sent to the central office of the union for his inspection. In those cases where he has decided upon a certain price and that price is found by the joint conference to have been too high, the manufacturer is reimbursed for the excess wage payments; conversely, a decision in favor of the employer, which might be reversed by the joint conference, forces the employer to make up the difference in wages. Instituted originally at the suggestion of the employers,²⁵ the system of delegating to the president of the union the power of interpreting rules and of settling disputes has, during its existence of twelve years or more, worked admirably. With hardly an exception the decisions made by the president during his incumbency have met with general approval; and no record is as yet to be found of any suggestions, from either workman or manufacturer, which would so modify that section of the agreement as to remove from the president of the Glass Bottle Blowers' Association his present powers.

The history of the operation of the agreement has been notably free from strikes and lockouts. The great centralization of power in the hands of the national organization and the apparent general opinion among the members of the union that such centralization is wise, has resulted in a universal support by the subordinate unions of the mandates of their national officers and of the decisions of the joint conferences. When, for example, a general reduction in piece rates was adopted by the conference, several local unions in San Francisco expressed their dissatisfaction with the agreement and struck. This violation of the agreement was met with prompt action by the national officers who ordered the strikers back to work. The strikers first denied that they had stopped work, but after a few days, when the charge was proved, they returned to work under the prices and rules against which they had revolted.²⁶ The action of the national officers was upheld later by the national convention of the union.

²⁵ *Minutes, Preliminary Conference, Blowers' Report, May, 1902, p. 21.*

²⁶ *Proceedings, Glass Bottle Blowers, 1910, p. 153.*

Similarly, among the manufacturers, the attempts to violate the agreement by locking out the employees or by running shops under rules contrary to those adopted by the conferences have been few and far between. In this case, however, compulsion upon the manufacturers has not come from the manufacturers' association. This organization, unlike the Glass Bottle Blowers' Association, has little control over its members and can, therefore, do little in forcing its members to observe the terms of the joint agreements. The following debate at the conference of 1905 indicates the position of the manufacturers' association in enforcing upon its members the decisions of the joint conference:

Mr. Hayes stated that it was a sort of rule among his predecessors at these conferences to ask the manufacturers whether they would abide by the decisions of the conference, but such a course has not been his policy, because he always assumed that the agreement would be lived up to by all of the manufacturers represented by the committee, but during the past year some had violated the agreement and some had intimated that the Executive Committee has been accused of extending special favors to some manufacturers while refusing them to others. . . . The chairman (a manufacturer) stated that when the agreement is signed it becomes a moral obligation of all manufacturers employing union labor to live up to them, but that there was nothing in the hands of the committee or the individual members thereof to enforce them. Any manufacturer could refuse to obey them, the power to enforce being wholly in the hands of the blowers.²⁷

Although the power to compel obedience to the agreement and to the decisions of the president of the blowers' association in his settlement of disputes resides in neither the employers' association nor the union, yet the desire of the manufacturers generally to avoid any action that might lead to a discontinuance of the annual conference and the strength of the union, which enables it to bring recalcitrant employers into line by threatening to withdraw their working force, are the two factors which operate to prevent more frequent and more serious breaches of the agreement.

It will have been observed in the foregoing discussion that the few suspensions of the agreement have arisen not from dissatisfaction with the adjudications of minor issues under the agreement, but have in reality constituted revolts against the settlement of the major issues embodied in the agreement. For instance, at the preliminary conference of 1909, Mr. Hayes reported that some of the manufacturers had refused to be bound by the agree-

²⁷ *Minutes, Final Conference, Manufacturers' Report, 1905, p. 4.*

ment and had operated their factories during the so-called "summer stop" agreed upon by the last conference.²⁸

Here, obviously, there was no question of the interpretation or application of a rule of the agreement, but a deliberate disregard of a rule whose meaning and intent was plain. This situation which is in a way a typical one suggests the following general proposition concerning the operation of the agreement: Where the national agreement lays down in detail working rules and piece rates, leaving to local adjustment matters of purely secondary importance, the disputes arising between conferences are likely to be, as they are in this particular instance, protests not against interpretation of the agreement, though there are undoubtedly some disputes of such a character, but against attempts to enforce the plain letter of the agreement. The remote design behind such protests is, of course, the desire to stir up a sentiment against the objectionable practice or rule and to have that rule amended or rejected at the following conference.

The practical absence of any widespread violation of the agreement can be attributed primarily to two factors: (a) the character of the persons in the industry and (b) the national character of the agreement.

a. The members of the Glass Bottle Blowers' Association have always been and are today highly skilled workmen, whose earnings were for many years far above those of skilled workmen in other industries. The high wages earned and the skill required to perform the work have apparently combined to form workmen of conservative instincts and of mature judgment. The character of the workmen has again and again been evidenced in the selection of officers of a high type and in the general support by the membership of such legislation, as the voluntary reduction of piece rates, which would in other industries have engendered the deepest hostility among the rank and file of the organization. In addition, problems following the introduction of machinery of the gravest import to all members have been met, if not always with perfect assurance and without petty squabbles, at least in an open-minded and intelligent fashion.

b. The national character of the agreement, which lodges in the national officers of the union the responsibility for the content of the agreement and for its enforcement, imposes upon these

²⁸ *Minutes, Preliminary Conference, Manufacturers' Report, 1909*, p. 8.

officials a personal interest in the successful working of the agreement which makes for a more diligent and more stringent enforcement of its terms.

From the standpoint of the machinery of the agreement, also, that clause which designates the president of the blowers' association as the arbiter of inter-conference disputes, probably inspires in the members of the union a respect for the agreement and a belief in its fairness which might otherwise not have existed. The adherence of the employers to the agreement is perhaps even easier to explain. In the first place, this system of collective bargaining, by maintaining uniform wage scales and working rules throughout the whole of the industry has eliminated the objectionable inequalities, as between different employers, that are an inevitable accompaniment of a decentralized system of collective bargaining. Second, the history of the agreement has been such as to modify to a considerable degree the attitude of the employers toward their workmen. For on three different occasions the union, after much pressure to be sure, has agreed to substantial reductions in wage rates.

LEO WOLMAN.

University of Michigan.